

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Time-and-Materiels		Page 1 Of 7	
2. Amendment/Modification No. P00018		3. Effective Date 2007JUN07		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ADEF MAJ STEVEN M. NATOLE (586)574-7415 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: STEVEN.NATOLE@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451 SCD C PAS NONE ADP PT HQ0339			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) CNH AMERICA LIMITED LIABILITY 700 STATE STREET RACINE, WI 53404-3343 TYPE BUSINESS: Large Business Performing in U.S. Code 10988 Facility Code				<input type="checkbox"/>			
				9A. Amendment Of Solicitation No.			
				<input type="checkbox"/>			
				9B. Dated (See Item 11)			
				<input checked="" type="checkbox"/>			
				10A. Modification Of Contract/Order No. W56HZV-04-D-0176			
				10B. Dated (See Item 13) 2004JUL21			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: 7 It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input checked="" type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION Contract Expiration Date: 2009JUL21							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) HEIDI L. HENDERSON HEIDI.HENDERSON@US.ARMY.MIL (586)574-8109			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007JUN07	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

Contract: W56HZV-04-D-0176

Delivery Order: N/A

Modification: P00018

For: Additional 20 Diesel Engines as GFM

Date of Modification: 7 Jun 07

Amount of Contract: -0-

Amount of this Modification: -0-

New Contract Amount: -0-

1. The purpose of Modification P00018 is to add an additional quantity of 20 ea diesel engines as government furnished material (GFM) to the contract.

Clause C.4.3. of the Scope of Work is changed as follows:

The property to be furnished is as follows:

NSN: 2815-01-157-3766

Noun: Diesel Engine

Quantity: An additional 20 ea, for a total of 60 ea.

Location: New Cumberland Army Depot (NCAD)

Items are to be free issue to the contractor, JI Case for use in RESETing the MW24C Loaders. Engines not used for RESET will be returned to NCAD.

Contractor is responsible for transportation of the engines from NCAD to his facility.

The Contractor may bill transportation of each engine to the AWE of the CLIN where the engine is used. Any engines not used for the RESET processed will be returned to NCAD and billed against the last open CLIN.

2. All other terms and conditions remain unchanged and are in full force and effect.

*** END OF NARRATIVE A0020 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

SCOPE OF WORK

RESET of the US Army's Fleet of Case Model MW24C 2 1/2 Cubic Yard Wheeled Loaders

C.1 The following scope of work pertains to Army Material Command's (AMC's) RESET (inspection, maintenance and repair as necessary) program for the Army's fleet of Case 2 1/2 Cubic Yard Wheeled Loaders. Included are two portions of work effort, as reflected in CLINs 1001AA and 1002AA of Section B, that consist of firm fixed-priced effort, and a Time and Materials Effort, respectively. The requirements for these discrete portions of the work are set forth in paragraphs C.3 and C.4., below.

C.1.1 Loaders to be processed through this portion of the Army's RESET program include the following model:

- Case Model MW24C Articulated Frame Steer 2 1/2 Cubic Yard Scoop Loader, NSN 3805-01-150-4814

C.1.2 Requirements and procedures of following documents are applicable to both the core and Additional Work Effort (AWE) portions of this scope of work:

C.1.2.1 The Army Technical Manuals (TMs) below, located on CD ROM:

- LO 5-3805-262-12 - Lubrication Order
- TM 5-3805-262-10 - Operators Manual
- TM 5-3805-262-20 - Organizational Maintenance
- TM 5-3805-262-24P - Repair Parts and Special Tools List
- TM 5-3805-262-34 - Direct and General Support Maintenance
- MWO 5-3805-262-25-1 - Modification Work Order for Alcohol Evaporator Kit Installation

C.1.2.2 TACOM's Delayed Desert Damage Special Maintenance Procedures for Tactical, Combat, and Special Purpose Equipment, TB 43-0221-2, applicable Sections are:

- Section I, General TACOM Equipment
- Section IV, Special Purpose Vehicles
- Appendix A, References
- Appendix B, Equipment/Materials/Parts

C.1.2.3 The Mandatory Repair Parts List (MRPL), located at Attachment 001, specifying all parts and lubricants that must be replaced as part of the core effort under the contract.

C.1.2.4 Unique Item Identification marking procedures. MIL-STD-130M, dated 2 Dec 05 Department of Defense Standard Practice Identification Marking of U.S. Military Property.

C.1.3 It is understood by the contractor that, although no order of precedence is established in this instrument for the documents enumerated in C.1.2 above, all vehicles, upon redelivery, must be fully mission capable. Fully mission capable is defined as meeting all standards and requirements of the vehicle's Army TM listed in C.1.2.1 and TB 43-0221-2 identified in C.1.2.2.

C.2 RESET PROCESS

C.2.1 The Government will identify vehicles to be inducted into the RESET program by issuing one or more delivery orders. The vehicles will be provided the contractor on an as is basis; the majority of the vehicles may not be capable of being driven. The contractor shall make all necessary arrangements when arranging for transportation of vehicles to the repair facility. The Government will inform the contractor of any vehicles that are known to be inoperable on the date an order is issued.

C.2.2 Within 15 days of receiving a delivery order, the contractor shall contact the Government in order to fix the exact time of vehicle pick up. In no event shall the contractor pick up vehicles at designated Government sites later than 30 days after receipt of order, unless the parties agree otherwise. The contractor shall make all arrangements related to loading and transporting vehicles, including vehicle operation and any disassembly that may be required.

C.2.3 The contractor may perform its work at the designated dealers identified in Clause E-7 (52.246-4028) INSPECTION AND ACCEPTANCE POINTS: ORIGIN unless otherwise mutually agreed.

C.2.4 The delivery schedule for completion of work shall be specified in individual delivery orders, and shall be based on the number of vehicles ordered for service per delivery order. The contractor shall have 15 days from the date of taking delivery of any given vehicle to submit a request for authorization to perform additional work pursuant to provision C.4.1, should the contractor recommend such work that will exceed the estimated price for AWE identified in Clause H-13 below. In the event the contractor already has vehicles from this contract in work in progress status, the contractor shall have 15 days from the date the contractor begins the condition assessment of any given vehicle to submit a request for authorization to perform additional work pursuant to provision C.4.1, should the contractor

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recommend such work that will exceed the estimated price for AWE identified in Clause H-13 below. In any event, the contractor shall redeliver the vehicle to the designated unit within 60 days from the date the contractor begins the condition assessment of any given vehicle, or within 60 days of receiving authorization from the Government to perform additional work, whichever is later.

FIRM FIXED-PRICE EFFORT

C.3 CORE WORK (CLIN 1001AA)

C.3.1 The core effort of work hereunder shall consist of all preventive maintenance checks and services prescribed by documents identified in C.1.2.1 thru C.1.2.3, and contractor responsibilities specified at provision C.2 above, except for actual AWE effort performed in accordance with provision C.4 below.

C.3.2 Upon receipt of the vehicle by the contractor, each vehicle shall be identified by serial number.

C.3.3 Inspections. The contractor shall examine each vehicle using its best available diagnostic, inspection, and testing techniques to conduct the analyses and inspections set forth in documents identified in C.1.2.1. Each vehicle shall be thoroughly inspected for work that will be required to return that vehicle to its original configuration, in accordance with the documents for that vehicle type, as identified in C.1.2.1. All vehicles and assemblies will be disassembled to the extent necessary to determine that components meet the requirements specified in this scope of work.

C.3.4 Mandatory Replacement Parts and Oil Sampling. All components and parts shall be replaced in accordance with the MRPL at Attachment 001. Only grease, oil, and antifreeze complying with the contractor's commercial manuals or practices, as well as applicable military manuals, may be used. Under no circumstances shall the contractor reuse drained fluids or lubricants. The contractor shall perform oil sampling for the engine, transmission, and main hydraulic system of each vehicle to determine whether additional work effort in accordance with provision C.4 will be required to rectify imminent failures for any infiltrated parts or components.

C.3.5 CARC Paint. For each RESET vehicle, the contractor shall apply the CARC paint system (i.e. clean, pre-treat, prime, and topcoat) in accordance with MIL-DTL-53072C. Areas NOT to be CARC painted include: surfaces that reach a temperature of 400 degrees F, materials that flex during service such as rubber hoses, and those where paint would interfere with the function of a part or component; such surfaces shall be masked or protected during treatment and painting. A pretreatment is required only for bare metal surfaces. The performance (I-R signature control) of the CARC system requires CARC primer to be used in conjunction with the CARC topcoat. For whole vehicle repaints, use water dispersible CARC, i.e. MIL-DTL-64159 Type II topcoat and a water dispersible CARC primer, e.g. MIL-P-53030; for touch-up or small areas use single component solvent borne CARC. Colors to be used shall be specified in each delivery order.

C.3.6 Stamping. The contractor shall stamp each RESET vehicles Government Data Plate DD (desert damage) along with the date RESET was completed for that vehicle. Additionally, the contractor shall mark each RESET vehicle in vicinity of the Government Data Plate (Part Number L112775) with the appropriate Unique Item Identification marking in accordance with MIL-STD-130M.

C.3.6.1 Stamping for successive RESET. For loaders that have been RESET once, as indicated by the vehicle's data plate stamp ("DD" and date), they shall be re-stamped for each successive RESET with "DD__" (i.e. "DD2", "DD3", etc. to indicate the latest effort) and completion date of most recent RESET. If the machine's existing data plate lacks sufficient space for the required information to be clearly and legibly added, a second data plate shall be permanently attached next to the existing plate, with the required RESET data stamped thereon.

C.3.7 Final Inspection. Upon redelivery of vehicles serviced under the contract, the contractor shall certify that the refurbished vehicles conform to all applicable standards and requirements in accordance with the documents identified in C.1.2. This certification shall be submitted to the Defense Contract Management Area Office and to TACOM. The regional DCMA-QAR office will execute the DD250.

C.3.8 Non-repairable vehicles. The contractor shall require written permission from the contracting officer prior to performing repair work on any given vehicle if inspection reveals that the frame is cracked or bent to such a degree that it must be replaced or if the contractor determines the overall vehicle condition is such that repairs would not be economically feasible. In this event, the contractor shall notify the PCO immediately, and the PCO will make a determination whether to proceed with refurbishment of that vehicle. The contracting officer may amend the delivery order, striking that vehicle serial number from the list, and de-obligating the funds associated with refurbishment of the vehicle beyond the contractor's transportation, disassembly/reassembly, inspection and cleaning costs incurred for that vehicle. At its option, the Government may substitute another vehicle from its fleet in place of the non-repairable vehicle. Disposition instructions will be provided for any vehicle removed from the RESET program.

C.3.9 Condition Assessment Reports. The contractor shall prepare condition assessment reports (CAR) and additional work effort (AWE) reports for each vehicle it inspects in accordance with CDRL A001. The contractor shall submit AWE reports regardless of the level of work it recommends, and without regard to whether work will exceed the estimated cost set forth in CLIN 1002AA. Each report shall contain, at a minimum:

C.3.9.1 (CAR and AWE) All identifying vehicle information in accordance with commercial practices, including end item serial numbers and system nomenclatures, and a condition summary of each vehicle which lists the repairs necessary, as well as the likely cause of the failure (such as wear and tear, improper lubrication, improper training, etc.).

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C.3.9.2 (CAR only) A general description of the vehicle's condition and appearance; engine hours and the mileage or hour meter reading; and, the serial number and condition of the engine to include the condition of the engine's components.

C.3.9.3 (AWE only) A list of repairs which are needed for each vehicle, including part numbers and descriptions. The contractor shall include the estimated cost of material, labor, and any overhead and markups to perform the necessary work. The contractor shall price the total effort. The contractor shall segregate the additional recommended repairs by segment area of machine as the example shown below:

- Engine
- Starting, Charging & Fueling System
- Radiator/Cooling Systems
- Torque Converter
- Transmission
- Transfer Case
- Steering
- Brakes
- Axles & Tires
- Final Drive
- Hydraulic System
- Vehicle Frame & Guards
- Operator's Compartment
- ROPS
- Electrical System
- Fuel
- Miscellaneous
- Transportation
- Total

C.3.10 Status Reports. The contractor shall furnish a monthly status report to the Government showing the work in progress and a summary of work completed. The report shall include delivery order numbers; vehicle serial numbers; vehicle attachments (if any); military locations; dealers performing the work; labor rates; actual pick up dates; AWE approved amounts and dates of approval; dates inspector notified; actual completion dates; inspection completion dates; vehicle return dates; core invoice amounts; core invoice dates; AWE invoice amounts; AWE invoice dates; and, invoice totals. The contractor shall provide the report in accordance with CDRL A002.

C.3.11 Retention and Disposal of Parts. For a period of 30 days after redelivery to the Government of vehicles under the contract, the contractor shall keep on hand all parts removed from serviced vehicles. During that time, the contractor shall permit the Government, upon its request, to examine or take possession of any such parts. After that period, the contractor shall dispose of any remaining parts in accordance with all applicable federal, state, and local laws and regulations. Contractor may use parts removed from MW24C loader engines which are removed and replaced in the course of the RESET of the vehicles towards the repair of engines being rebuilt for use under this contract, and if directed by the Government, Contractor may remove such parts for use under other Government contracts. Contractor shall note all parts which are removed and reused under this contract or other Government contracts on their monthly status report required by provision C.3.10 and CDRL A002.

C.3.12 Warranty. The contractor will offer its standard commercial work guarantee on parts and labor for work performed as a part of this RESET effort.

C.3.13 Project Management. The contractor shall establish and maintain management of this program and performance of the work called for hereunder. These responsibilities include all activities needed to plan, direct, and control the program, such that the objectives and requirements of this statement of work are accomplished.

C.3.14 Integrated Process Team. A joint contractor/Government Integrated Process Team (IPT) shall be established to serve as the primary management vehicle for monitoring the status of the vehicles under this contract. All functional areas shall be included on the IPT, with sub-IPTs as may be appropriate. The overall management IPT shall serve to coordinate and monitor schedule and performance, and to direct sub-IPTs. The management IPT shall ensure compliance with all regulatory and contractual requirements, but no changes to the contract are authorized without the written approval of the contracting officer. The IPT will meet initially 30 days after award of the first delivery order, and from that time onward as mutually agreed by the parties.

C.3.15 Start-of-Work Meeting. The contractor shall host a start-of-work meeting within 30 days of the first delivery order issued hereunder, at a facility to be specified in the order. The contractor shall invite, at a minimum, the contracting officer, contract specialist, and administrative contracting officer. The contractor shall give these individuals at least 14 days notice, preferably by email, of the time, date, and location of the start-of-work meeting.

C.3.16 Monthly Progress and Management Report. Every 30 days the contractor shall submit a Progress & Management Report to the Government IAW CDRL A005. The contractor shall submit one Progress & Management report for each CLIN that the contractor is performing

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work on under the contract. The contractor shall identify the objective of the work that is to be performed, work accomplished during the reporting period, deliverables provided during the reporting period, all work scheduled for the next reporting period, and any outstanding issues or problems. The contractor shall report the hours budgeted, hours used, cumulative budgeted hours, cumulative hours used, and hours remaining. The contractor shall identify the labor categories and hours used in performing the work effort.

C.3.17 Contractor Manpower Reporting (CMR). The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://contractormanpower.army.pentagon.mil>. The required information includes:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub- contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

TIME AND MATERIAL EFFORT -

C.4 ADDITIONAL WORK EFFORT (AWE) (CLIN 1002AA)

C.4.1 In recognition of the fact that all repairs necessary to repair and rework vehicles as required under this contract cannot be determined prior to delivery of vehicles to the contractor, CLIN 1002AA has been established to allow for work beyond what is specified in provision C.3 hereunder, but what is required to bring vehicles up to standards and requirements with documents set forth at Attachment 001 of this contract. The estimated cost for AWE is set forth in CLIN 1002AA at \$38,500.00 for MW24Cs inducted and identified by serial number prior to 31 Aug 06 and at an estimated cost of \$65,000.00 for MW24Cs inducted and identified on or after 31 Aug 06, inclusive of fee, and work beyond that amount may not be performed by the contractor except as specifically authorized by the contracting officer pursuant to the terms of Special Provision H.13. Unauthorized work shall be at the contractors' expense. Transportation of RESET vehicles to and from designated CONUS sites is the contractor's responsibility unless otherwise directed by the contracting officer. Transportation performed by the contractor is part of the AWE effort and should be priced into the AWE estimate for every vehicle.

C.4.2 AWE shall be performed at the same time as the core effort, or at such time as the contractor finds that this work is most efficiently integrated into its regular work processes. In no event, however, shall performance of AWE exceed delivery limitations expressed elsewhere herein. As set forth at provision C.3.9.1 above, all work to be performed shall be described in the AWE report required by provision C.3.10 and CDRL A002.

C.4.3 Government Furnished Material

The property to be furnished is as follows:

NSN: 2815-01-157-3766
Noun: Diesel Engine
Quantity: 60 ea.
Location: New Cumberland Army Depot (NCAD)

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Items are to be free issue to the contractor, CNH America, LLC for use in the RESET of MW24C Loaders. Engines not used for RESET will be returned to NCAD.

Contractor is responsible for transportation of the engines from NCAD to his facility unless otherwise instructed by the contracting officer.

In the event the contractor is responsible for transportation, the Contractor may bill transportation of each engine to the AWE of the CLIN where the engine is used. Any engines not used for the RESET processed will be returned to NCAD and billed against the last open CLIN.

NSN:

Noun:

Quantity:

S/N:

Original Location:

3805-01-15-4814

MW24C Scoop Loader

3 ea

9157448; 9147559; 9157266

Red River Army Depot

NSN:

Noun:

Quantity:

S/N:

Original Location:

3805-01-15-4814

MW24C Scoop Loader

3 ea

9159947; 9160312; 9160381

Contractor Facility

Remaining loader material not used for RESET shall be inspected by the quality assurance representative (QAR) or by a contracting office representative and a determination will be made at the time of inspection with regards to its disposal.

Contractor shall specify any parts used from the provided loaders in its monthly AWE report (C.3.10 of the Scope of Work).

*** END OF NARRATIVE C0001 ***